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STATUTE OF FRAUDS—ORAL LEASE.—An oral agreement to lease land for a term of one year was made in July, the lease to begin the following January. A statute provided in one section that agreements by their terms not to be performed within a year from the making thereof were unenforcible unless in writing; and in a separate section that an agreement to lease land for a longer term than one year was unenforcible unless in writing. *Held,* the oral agreement is valid. *Sullivan* v. *Bryant* (Okl.), 136 Pac. 412.

It is contended that such agreement is a continuous contract from the making thereof until the termination of the lease. But a distinction must be taken between the actual lease and the agreement to lease. *Tillman* v. *Fuller,* 13 Mich. 113. The contract to lease is performed on the making of the lease and does not extend through the term granted in the lease. *Young* v. *Dake,* 5 N. Y. 463. It is submitted that in the principal case there were two separate transactions; the agreement to lease which was completely performed on the making of the lease, and the actual lease. This view is maintained by the weight of authority. *Bateman* v. *Maddox,* 88 Tex. 546, 26 S. W. 51; *Hayes* v. *Arlington,* 108 Tenn. 494, 68 S. W. 44; *Bumgarten* v. *Cohn,* 141 Wis. 315, 124 N. W. 288. *Contra, Greenwood* v. *Strother,* 91 Ky. 482, 16 S. W. 138. The conflict of authority on this point is due to the failure of the courts to distinguish the contract to lease from the actual lease.

SURETYSHIP—LIABILITY OF SURETY FOR INTEREST.—*Held,* interest begins to run against the surety on the bond of a city treasurer only from the time of demand or suit. *City of Dickinson* v. *White* (N. D.), 143 N. W. 754.

This decision is in accord with the majority view. *Folz* v. *Trust Co.,* 201 Pa. 583, 51 Atl. 379; *Frink* v. *Express Co.,* 82 Ga. 33, 8 S. E. 862, 3 L. R. A. 482; *McDonald* v. *Loewen,* 145 Mo. App. 49, 130 S. W. 52. And in *Degnon* v. *McLean Co.,* 184 N. Y. 544, 76 N. E. 1093, a surety was held liable for interest on an unliquidated debt from the time of demand.

In other jurisdictions the contrary is held. *Cassady* v. *Trustees,* 105 Ill. 560; *Ellyson* v. *Lord,* 124 Iowa 125, 99 N. W. 582. See also *Wyman* v. *Robinson,* 73 Me. 384, 40 Am. Rep. 360. In an Indiana case a surety on a promissory note was by the express terms of the contract exempted from liability for interest, but the court charged him with interest after the maturity of the note. *McDonald* v. *Huestis,* 1 Ind. App. 275, 27 N. E. 509. And the surety on a replevin bond is liable for interest from the time judgment in the action of replevin is entered against the principal. *Brainard* v. *Jones,* 18 N. Y. 35. The same doctrine as to appeal bonds is held in *Whereatt* v. *Ellis,* 103 Wis. 348, 79 N. W. 416, 74 Am. St. Rep. 365.

The conflict of the courts seems to have resulted from failure to observe the distinction between the broad and the narrow use of the term surety. It would seem that a surety, using the word in its strict technical sense, ought to be liable for interest from the time the principal's contract is broken; for the surety is in most respects simply a joint promisor. But a guarantor, often loosely called a surety, is not in any